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March 1, 2017

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18. STORAGE AND OTHER LIMITATIONS. Epoch Times assumes no responsibility for the deletion or failure to store information entered into Epoch Times. Epoch Times retains the right, at Epoch Times' sole discretion, to determine whether or not Member's conduct is consistent with the letter and spirit of this Agreement and may terminate Services if a Member's conduct is found to be inconsistent with this Agreement.

19. NOTICE. All notices to a party shall be in writing and shall be made either via email or conventional mail. Epoch Times may distribute notices or messages through the Services to inform Member of changes to this Agreement, the Services, or other matters of importance; such distribution shall constitute notices to Member.

20. INJUNCTIVE RELIEF. You acknowledge that a violation or attempted violation of this Agreement will cause such damage to Epoch Times as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that Epoch Times shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by Epoch Times in obtaining such an injunction, including, without limitation, reasonable attorneys' fees. You agree that no bond or other security shall be required in connection with such injunction.

21. LAWS. This Agreement shall be governed by and construed in accordance with the laws of the state of New York. You and Epoch Times agree to submit to the exclusive personal and subject matter jurisdiction and venue of the courts located within New York.

22. GENERAL INFORMATION. If any provision(s) of this Agreement are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Epoch Times' failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Epoch Times in writing. Member and Epoch Times agree that any cause of action arising out of or related to these Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. You also may be subject to additional terms and conditions that may apply when you use affiliate or other services, third-party content or third-party software. If Epoch Times

takes any action to enforce this Agreement, Epoch Times, if the prevailing party, will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorneys' fees and any cost of litigation, in addition to any other relief, at law or in equity, to which Epoch Times may be entitled.

23. VIOLATIONS. Please report any violations of this Agreement to administrators at TheEpochTimes.com via the email address abuse@epochtimes.com.

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May 15, 2013

THE EPOCH TIMES

Copyright Policy and Infringement Notification



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To report abuse, harassment, inappropriate content, or privacy complaints, please email copyright@epochtimes.com or press the notify button on each story.

Copyright Infringement Notification

To file a copyright infringement notification with Epoch Times, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Digital Millennium Copyright Act to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of each copyrighted work claimed to have been infringed. It is best to send us the URL of each web page containing the copyrighted work.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information

reasonably sufficient to permit us to locate the material. Provide the URLs in an email to help us locate content quickly.

4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

To expedite our ability to process your request, such written notice should be sent to our designated agent via our online copyright complaint form below. Business Hours are M-F 10AM – 4PM Eastern Time.

Use our [Copyright Complaint Form](#) below.

If you prefer to contact us via postal mail or email you may do so:

John Nania, Designated Agent
Epoch Times Inc.
229 W 28th St, 6th Floor
New York, NY 10001-5905
Email: copyright@epochtimes.com

Please note that under Section 512(f) of the DMCA any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability for damages. Do not submit false claims – you may be liable for damages!

Please also note that the information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

Claimant information will be published on the Epoch Times site in place of disabled content.

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The process for counter-notifications is governed by Section 512(g) of the Digital Millennium Copyright Act: A counter-notification submitted to us must include the following specific elements: (i) identification of the specific URLs of material that we have removed or to which we have disabled access; (ii) your full name, address, telephone number, and email address, and the username of your account.; (iii) the statement: "I consent to the jurisdiction of the Federal District Court for the district in which my address is located, or if my address is outside of the United States, the judicial district in which Epoch Times is located, and will accept service of process from the claimant." (iv) the statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;" and (v) a scanned physical signature or a valid electronic signature will be accepted.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.